# IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF OHIO EASTERN DIVISION

ROOT, INC. et al.,	)	
Plaintiffs,	)	Judge Sarah D. Morrison
v.	)	Magistrate Judge Elizabeth Preston Deavers
Brinson Caleb "BC" SILVER, et al.	)	Case No. 2:23-cv-00512
Defendants.	)	

# RECEIVER'S TENTH INTERIM REPORT, RECEIVERSHIP PLAN AND APPLICATION FOR FEES AND EXPENSES OF RECEIVER AND COUNSEL TO RECEIVER COVERING THE PERIOD AUGUST 1, 2024 THROUGH MARCH 31, 2025

In accordance with the requirements of this Court's *Order*, filed May 12, 2023 (ECF 99), *Order Appointing Receiver*, filed May 17, 2023 (ECF 101), and *Order Amending Order Appointing Receiver*, filed June 7, 2023 (ECF 120) (hereinafter collectively "Receiver Order"), Jerry E. Peer, Jr. ("Receiver"), took possession and/or control of all monetary and real property assets of Mr. Brinson Caleb Silver, Collateral Damage, LLC and Eclipse Home Design, LLC (hereinafter collectively "Defendants") known to Receiver and has liquidated same, unless otherwise indicated herein. Pursuant to the Receiver Order and 28 U.S.C. §§ 754, 959 and 1692, Rule 66 of the Federal Rules of Civil Procedure, Receiver has completed this Tenth Interim Report and Receivership Plan and accompanying schedules ("Tenth Report"), which covers the period from August 1, 2024 through and including March 31, 2025 (the "Tenth Interim Period").

#### I. INTRODUCTION

By way of the Receiver Order, Receiver was appointed to assume complete control and oversight of all monetary and real property assets of Defendants. Since the filing of the Ninth Report, Receiver has maintained the proceeds from the sale of the Ramona, Bayshore, and Walnut properties as detailed below. At this time, Receiver is unaware of any assets of Defendants that

are not in Receiver's possession or under his control, with the exception of a bank account located in Jakarta, Indonesia that may contain funds (the "Jakarta Account"). It has been reported to Receiver that no funds exist in the Jakarta Account, however, Receiver continues to make efforts to confirm the status of this account through direct communications with the bank.

## A. 19803 Vista Del Otero, Ramona, California 92065 ("Ramona").

The sale of the Ramona property has closed. The net proceeds of the sale to the receivership estate was \$77,578.95.

#### B. 9125 North Bayshore Dr., Miami Shores, Florida 33138 ("Bayshore").

The sale of the Bayshore property has closed. The net proceeds of the sale to the receivership estate was \$319,891.85.

# C. 2543 Walnut Ave., Venice, California 90291 ("Walnut").

The sale of the Walnut property has closed. The net proceeds of the sale to the receivership estate was \$109,318.39.

#### D. Other Assets.

As mentioned above, at this time, the only known asset not currently in the possession or control of Receiver is the Jakarta Account. Mr. Silver has represented that the funds in this account have been exhausted.

#### II. RECEIVERSHIP PLAN

This Tenth Report will set forth (1) Receiver's intentions moving forward with regard to both identifying and taking control of assets as well as liquidating assets of value; (2) a statement of assets in Receiver's possession or under his control; (3) anticipated transactional costs to be incurred; (4) anticipated duration of the administration of this estate; (5) engagement of professionals to carry out Receiver's responsibilities; and (6) any litigation or administrative proceedings that are underway or anticipated.

# 1. Receiver's Goal/Expectations For Administration.

During the Tenth Interim Period, Receiver and his counsel have maintained the proceeds from the sale of the Ramona, Bayshore, and Walnut properties, together with the proceeds from the sale of other assets previously collected. The only remaining actions to be taken by Receiver is to access the Jakarta Account, which Mr. Silver represents to have no funds. However, Receiver is attempting to confirm the accuracy of Mr. Silver's representations. With the assistance of counsel for Root, Receiver has obtained bank forms and a draft Power of Attorney for Mr. Silver to sign in order for Receiver to obtain the information necessary to confirm the Jakarta Account balance. During Receiver's initial conversation with Mr. Silver, he indicated he was willing to participate in a conference call with the bank in order to obtain the balance but that he was not comfortable executing the documents obtained by Receiver, without it first being reviewed by counsel. Receiver anticipates confirming this information soon and may take any additional action that may lead to obtaining information related to this account.

#### 2. Statement of Assets.

At this time, Receiver has not identified any new assets of the estate that have not been previously reported to this Court and the parties. As of March 31, 2025, Receiver currently has \$687,332.35 on deposit. A copy of Receiver's account register reflecting that amount, as well as the August 2024 through March 2025 Huntington National Bank statements, are attached hereto as "Exhibit A."

In addition, Receiver is still in possession of the 2019 Range Rover owned and formerly driven by Mr. Silver. As reported previously, investigation has revealed that the title to this Range Rover is encumbered by a loan through Ally bank and the loan balance exceeds the value of the vehicle. Receiver has contacted Ally on multiple occasions requesting they take possession of the vehicle. As of the date of this report, Ally has not responded to Receiver's requests.

# 3. Anticipated Transactional Costs and Administrative Expenses.

It is difficult for Receiver to project the anticipated transactional and administrative costs of this estate. While certain expenses are customary and expected, such as administrative fees, utilities, insurance, and other related operating expenses, costs are highly variable and may fluctuate greatly. Receiver expects to incur certain fees and expenses associated with further administration of the estate. The anticipated costs will also depend greatly on success in obtaining information related to Defendants' accounts or other assets that may be located/identified.

## 4. Duration of this Receivership.

Based upon this plan, it is estimated that the duration of this receivership estate is thirty (30) to sixty (60) days, depending on what Receiver learns regarding the bank accounts mentioned above.

# 5. Engagement of Professionals.

Receiver does not expect to engage any additional professionals during the remaining administration of this estate.

# 6. Litigation and Administrative Proceedings.

Receiver is not aware of any new litigation or administrative proceedings not previously reported to this Court.

#### III. CLAIMS

Receiver has identified various creditors/claimants of Defendants. Receiver has provided notice of the receivership to all known creditors/claimants of Defendants for which Receiver has valid addresses. As claims are received, a creditor matrix will be provided with subsequent interim reports, identifying the claimant and amount of each claim. Receiver notes for the Court no independent analysis or review of the validity or allowance of such claims will be undertaken by Receiver until assets of the receivership estates are sold, at which time any claims will be reviewed

and a recommendation as to the treatment of those claims will be submitted by Receiver.

IV. FEES AND EXPENSES

1. Receiver Fees and Expenses.

As required by the Receiver Order, Receiver is making application to the Court for interim

allowance of compensation and reimbursement of out-of-pocket expenses. A detailed summary of

activity for Receiver is attached hereto as "Exhibit B". Receiver requests allowance and payment

of interim compensation and expenses in the amount of \$450.00 to compensate Receiver for the

hours expended and expenses incurred during the Tenth Interim Period.

2. <u>Peterson Law LLP Fees and Expenses.</u>

Pursuant to the Receiver Order, Receiver employed the services of Mr. Peer, Mr. Peterson,

and Mr. Gajary of Peterson Law LLP<sup>1</sup> (collectively "PetersonLaw") as its legal counsel. Receiver

requests interim allowance and payment of compensation to PetersonLaw in the amount of

\$4,333.67 for services and expenses incurred during the Tenth Interim Period. Attached hereto as

"Exhibit C" is the itemization setting forth the breakdown of time expended and costs advanced

by PetersonLaw during the Tenth Interim Period.

V. CONCLUSION

Receiver respectfully submits this Tenth Report and further respectfully requests that this

Tenth Report and Receiver's Tenth Interim Application for Allowance and Payment of Fees and

Reimbursement of Expenses be approved.

Respectfully submitted,

PETERSON LAW LLP

/s/ Istvan Gajary

Gregory S. Peterson (0061915)

Jerry E. Peer, Jr. (0075128)

<sup>1</sup> Formerly Peterson Conners LLP; Partnership Amendment filed with the Ohio Secretary of State December 18, 2024

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Istvan Gajary (0089084) 545 Metro Place South, Suite 435 Dublin, Ohio 43017

Telephone: (614) 365-7000 Facsimile: (614) 220-0197

E-mail: gpeterson@peterson-llp.com jpeer@peterson-llp.com igajary@peterson-llp.com Counsel for Receiver, Jerry E. Peer, Jr.

# **CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing was filed electronically on this 14<sup>th</sup> day of April with the Clerk of Court using the CM/ECF system. Service will be made through the Court's CM/ECF system on all parties and attorneys so registered, and all parties may access this filing through the Court's system.

A copy was also sent by regular U.S.P.S. mail to the following:

Brinson Silver Butler County Jail Inmate No. 303850 705 Hanover Street Hamilton, Ohio 45011

Eclipse Home Design, LLC C/O Brinson Silver Butler County Jail Inmate No. 303850 705 Hanover Street Hamilton, Ohio 45011 Collateral Damage, LLC C/O Brinson Silver Butler County Jail Inmate No. 303850 705 Hanover Street Hamilton, Ohio 45011

Paige McDaniel 5576 Alexanders Lake Rd. Stockbridge, Georgia 30281

/s/ Istvan Gajary

Istvan Gajary (0089084)

# Huntington National Bank



Туре	Date	Description of transaction	Cleared Y/N	Debit (-)	Credit (+)	Balance
wire	5/23/23	13105 Biscayne closing proceeds	Y		\$570,811.34	\$570,811.3
	5/31/23	Interest	Υ		\$0.93	\$570,812.2
fee	6/15/23	Incoming Wire Fee	Υ	\$18.00		\$570,794.2
fee	6/15/23	monthly fee, waived	Y	\$40.00	\$40.00	\$570,794.2
	6/30/23	Interest	Υ		\$14.08	\$570,808.3
1001	7/11/23	Peterson Conners LLP	Υ	\$77,574.02		\$493,234.3
1002	7/20/23	Kristin Hess, AC reimb.	Υ	\$2,788.00		\$490,446.3
dep	7/24/23	Shellpoint funds	Υ		\$16,513.89	\$506,960.2
1003	7/27/23	Calif. Auto. Ins. Co., 2543 Walnut Ave prem.	Y	\$1,260.15		\$505,700.0
	7/31/23	Interest	Y		\$13.28	\$505,713.3
1004	8/3/23	*void check*	-	\$0.00	\$0.00	\$505,713.3
1005	8/3/23	Daniel's Landscaping, 19803 Vista Del Otero	Y	\$2,250.00		\$503,463.3
1006	8/15/23	Peterson Conners LLP	Y	\$67,427.31		\$436,036.0
dep	8/29/23	Wave Runner sale proceeds	Y		\$10,000.00	\$446,036.0
	8/31/23	interest	Y		\$11.95	\$446,047.9
wire	9/20/23	Gryphon USA, Ltd. Ramona marketing advance	Υ	\$12,126.00		\$433,921.9
	9/29/23	interest	Υ		\$10.89	\$433,932.8
1007	10/3/23	Peterson Conners LLP	Υ	\$28,731.22		\$405,201.6
1008	10/3/23	Hunt Ortman Palffy Nieves Inv. 102103	Υ	\$901.87		\$404,299.7
1009	10/3/23	Dickinson Wright PLLC Inv. 1846072	Υ	\$17,419.31		\$386,880.4
fees	10/16/23	wire and service fees partially waived	Υ	\$90.00	\$40.00	\$386,830.4
1010	10/17/2023	Daniel's Landscaping, 19803 Vista Del Otero	Υ	\$1,175.00		\$385,655.4
dep	10/27/23	ICON Aircraft, plane dock sale	Υ		\$13,000.00	\$398,655.4
1011	10/31/23	Peterson Conners LLP	Υ	\$14,915.61		\$383,739.8
	10/31/23	interest	Υ		\$10.01	\$383,749.8
1012	11/2/23	Liquidation Partners, 19803 Vista Del Otero	Υ	\$1,700.00		\$382,049.8
1013	11/14/23	Jimmy's Pool Service, Inv 16, 2543 Walnut	Υ	\$500.00		\$381,549.8
1014	11/14/23	Daniel's Landscaping, 19803 Vista Del Otero	Υ	\$1,200.00		\$380,349.8
1015	11/16/23	CBG, Inv. 2430 1 of 2	Υ	\$322.48		\$380,027.4
1016	11/27/23	CBG, Inv. 2430 2 of 2	Υ	\$361.48		\$379,665.9
	11/30/23	interest	Υ		\$9.42	\$379,675.3
dep	12/12/23	sale proceeds, 19803 Vista Del Otero	Υ		\$77,578.95	\$457,254.2
	12/29/23	interest	Υ		\$10.95	\$457,265.2
wire	1/2/24	NewRez (Shellpoint) Walnut Ave. payment	Υ	\$32,000.00		\$425,265.2
1017	1/2/24	toward future payroff PetersonConners LLP	Y	\$50,858.14		\$374,407.1

Туре	Date	Description of transaction	Cleared Y/N	Debit (-)	Credit (+)	Balance
1018	1/10/24	Tyler Hagerla, invoice 1	Υ	\$1,295.29		\$373,111.81
fees	1/16/24	wire and service fees partially waived	Υ	\$58.00	\$40.00	\$373,093.81
1019	1/25/24	Dickinson Wright PLLC 1852826, 1862856	Υ	\$15,140.50		\$357,953.31
1020	1/30/24	Tyler Hagerla, Spectrum & Vivant reimbursements	Υ	\$368.95		\$357,584.36
dep	1/31/24	Citizens Ins. policy premium refunds	Υ		\$11,909.00	\$369,493.36
1021		void, printing error	N/A	\$0.00	\$0.00	\$369,493.36
1022	1/31/24	Jimmy's Pool Service, Invs. 27 & 34, Walnut	Υ	\$375.00		\$369,118.36
	1/31/24	interest	Υ		\$9.52	\$369,127.88
dep	2/1/24	Citizens Ins. policy premium refunds	Υ		\$1,127.00	\$370,254.88
1023	2/8/24	Peterson Conners LLP	Υ	\$27,383.46		\$342,871.42
1024	2/8/24	void, error	N/A	\$0.00	\$0.00	\$342,871.42
1025	2/13/24	CBG, Invoice 2569	Υ	\$327.88		\$342,543.54
wire	2/14/24	Gryphon USA, Ltd. Walnut auction deposit	Υ	\$12,126.00		\$330,417.54
wire	2/15/24	first half tax refund, Vista Del Otero	Υ		\$10,111.88	\$340,529.42
fees	2/15/24	wire and service fees partially waived	Υ	\$90.00	\$40.00	\$340,479.42
1026	2/28/24	Kelly Carlshe, Walnut cleanout	Υ	\$750.00		\$339,729.42
	2/29/24	interest	Υ		\$8.27	\$339,737.69
1027	3/6/24	Jimmy's Pool Service, Inv. 43, Walnut	Υ	\$175.00		\$339,562.69
fees	3/15/24	wire and service fees partially waived	Υ	\$108.00	\$40.00	\$339,494.69
wire	3/6/24	Bayshore Drive proceeds	Υ		\$319,891.85	\$659,386.54
dep	3/28/24	Corinthian Title, proceeds Vista Del Otero	Υ		\$1,243.94	\$660,630.48
	3/29/24	interest	Υ		\$15.45	\$660,645.93
1028	4/4/24	Jimmy's Pool Service, Inv. 49, Walnut	Υ	\$275.00		\$660,370.93
1029	4/4/24	Dickinson Wright invs. 1882161, 1889513	Υ	\$15,039.50		\$645,331.43
1030, 1031	4/4/24	void, printing error	N/A	\$0.00	\$0.00	\$645,331.43
1032	4/4/24	Peterson Conners LLP	Υ	\$37,691.75		\$607,639.68
wire	4/12/24	NewRez (Shellpoint) Walnut Ave. additional payment toward future payroff	Υ	\$16,000.00		\$591,639.68
fees	4/15/24	wire and service fees partially waived	Υ	\$58.00	\$40.00	\$591,621.68
wire	4/16/24	NewRez (Shellpoint) Walnut Ave. return of	Υ		\$16,000.00	\$607,621.68
wire	4/18/24	additional payment NewRez (Shellpoint) Walnut Ave. additional payment toward future payroff	Υ	\$16,896.98		\$590,724.70
dep	4/23/2024	Encinitas Ford, 2018 Mercedes Benz sale	Υ		\$13,497.00	\$604,221.70
	4/30/2024	interest	Υ		\$14.95	\$604,236.65
1033	5/8/2024	Tyler Hagerla, Mercedes Sale, Range Rover Surrender, Walnut Security Surveillance	Υ	\$2,050.00		\$602,186.65
fees	5/15/2024	wire and service fees partially waived	Υ	\$158.00	\$40.00	\$602,068.65
dep	5/16/2024	Aspuru Caraballo, water and sewer	Υ		\$1,000.00	\$603,068.65
	5/31/2024	holdback N. Bavshore Drive interest	Υ		\$15.34	\$603,083.99
1034	6/5/2024	Tyler Hagerla, Walnut Internet and Security Su	Υ	\$400.92		\$602,683.07
1035	6/5/2024	Jimmy's Pool Service, Invs. 55 & 65, Walnut	Υ	\$350.00		\$602,333.07
dep	6/27/2024	Walnut Avenue sale proceeds	Υ		\$109,318.39	\$711,651.46

Туре	Date	Description of transaction	Cleared Y/N	Debit (-)	Credit (+)	Balance
	6/28/2024	interest	Υ		\$15.18	\$711,666.64
1036	7/1/2024	Peterson Conners LLP	Υ	\$9,823.44		\$701,843.20
1037	7/8/2024	Dickinson Wright Inv. 1910073	Υ	\$1,590.89		\$700,252.31
	7/23/2024	wire and service fees partially waived	Υ	\$58.00	\$40.00	\$700,234.31
1038	7/23/2024	Compass Business Group, Inv. 2685	Υ	\$1,928.53		\$698,305.78
	7/31/2024	interest	Υ		\$17.80	\$698,323.58
1039	8/28/2024	Peterson Conners LLP	Y	\$10,760.00		\$687,563.58
1040	8/28/2024	Compass Business Group, Inv. 2827	Y	\$537.50		\$687,026.08
	8/30/2024	interest	Y		\$17.71	\$687,043.79
	9/30/2024	interest	Y		\$16.89	\$687,060.68
	10/31/2024	interest	Y		\$17.46	\$687,078.14
	11/29/2024	interest	Y		\$16.89	\$687,095.03
	12/31/2024	interest	Υ		\$17.46	\$687,112.49
dep	1/31/2025	Mercury Insurance premium refund	Y		\$169.02	\$687,281.51
	1/31/2025	interest	Y		\$17.51	\$687,299.02
	2/28/2025	interest	Y		\$15.82	\$687,314.84
	3/31/2025	interest	Y		\$17.51	\$687,332.35

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Account:----4754

# Huntington Unlimited Plus Checking

Statement Activity From: 08/01/24 to 08/31/24

Days in Statement Period

Average Ledger Balance\* 696,935.19 Average Collected Balance\* 696,935.19

\* The above balances correspond to the service charge cycle for this account.

Beginning Balance	\$698,323.58
Credits (+)	17.71
Interest Earned	17.71
Debits (-)	10,760.00
Regular Checks Paid	10,760.00
Total Service Charges (-)	0.00
Ending Balance	\$687,581.29

Account: -----4754

Average Percentage Yield Earned this period 0.029%

Other Credits (+) Account:----4754

Date	Amount	Description
08/30	17.71	INTEREST PAYMENT

Checks (-) Account:----4754

Date	Amount	Check #	Date	Amount	Check #
08/28	10,760.00	1039			

(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

#### Service Charge Summary

\$0.00 Previous Month Service Charges (-)

Total Service Charges (-) \$0.00

#### Account:----4754 **Balance Activity**

Date	Balance	Date	Balance	Date	Balance
07/31	698,323.58	08/28	687,563.58	08/30	687,581.29

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- 1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
- 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

**Verification of Electronic Deposits** If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.



#### IMPORTANT INFORMATION REGARDING YOUR STATEMENTS

#### **EFFECTIVE AUGUST 1, 2024**

Effective August 1, 2024, we will be implementing several improvements to your Demand Deposit Account ("DDA" or "checking account") Money Market Account ("MMA"), and Savings detailed billing statements. These enhancements will include improved visual accessibility, enhanced account privacy, a redesigned invoice section, and an updated balance required calculation for earnings credit.

With your statement generated on September 9th, the updated statement changes will be as follows:

- Your account numbers will be partially masked, with only the last five digits being displayed.
- The Service Charge detail section will be redesigned to facilitate easy navigation through the charges. Additionally, a new Charge Code column will be added to provide a description of the service charge:
  - B (Billable) use when none of the other charge code types apply
  - C (for \*\*CONSOLIDATED lines)
  - N (for \*\*NO CHARGE lines)
  - E (for \*\*EXPLICIT CHARGE lines)
  - S (for \*\*BILLED SEPARATELY lines)
- The balance required calculation for earnings credit will no longer be rounding the balance required to offset \$1 of fees to the nearest whole number. The new interest calculation steps are as follows: "To determine the balance level required to offset all monthly service charges, you must multiply the total service charges for that month by a multiplier. The multiplier is calculated by dividing the number of days in a year (366 for a leap year) by the result of the Earnings Credit Rate multiplied by the number of days in the statement cycle."
- For customer who receive invoices, the invoice section will undergo significant improvements in order to enhance the customer experience in managing invoices. The key updates will include displaying outstanding invoices and their current amounts due, as well as presenting a categorized breakdown of due amounts by month.

No action is required from you. Your statements will automatically transition to the new statement version. The content of the statements will remain unchanged, except for the balance required calculation for earnings credit formula change. For examples of this new statement format are available for viewing at huntington.com/AccountAnalysis.

These changes will be effective August 1, 2024, and reflected on your August analysis statement (received in September). Please note, the simplified formula changes may have no impact on your statement. For questions regarding statement changes, please contact your Banker, Relationship Manager, Treasury Management Advisor or call us at (800)-480-2001, Monday through Friday, 8:00am to 8:00pm ET and Saturday, 8:00am to 2:00pm ET.

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Account:----4754

# Huntington Unlimited Plus Checking

Statement Activity From: 09/01/24 to 09/30/24

Days in Statement Period

Average Ledger Balance\* 687,079.62 Average Collected Balance\* 687,079.62

\* The above balances correspond to the service charge cycle for this account.

Beginning Balance Credits (+)	\$687,581.29 16.89
Interest Earned	16.89
Debits (-)	537.50
Regular Checks Paid	537.50
Total Service Charges (-)	0.00
Ending Balance	\$687 060 68

Account: -----4754

Average Percentage Yield Earned this period 0.029%

Other Credits (+) Account:-----4754

Date	Amount	Description
09/30	16.89	INTEREST PAYMENT

Checks (-) Account:-----4754

Date	Amount	Check #	Date	Amount	Check #
09/03	537.50	1040			

(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

#### Service Charge Summary

Previous Month Service Charges (-) \$0.00 Total Service Charges (-) \$0.00

Balance Activity Account:-----4754

Date	Balance	Date	Balance	Date	Balance
08/31	687,581.29	09/03	687,043.79	09/30	687,060.68

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- 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

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# Huntington Unlimited Plus Checking

Statement Activity From:
10/01/24 to 10/31/24

Days in Statement Period

Beginning E Credits (+)
Interest E

Average Ledger Balance\* 687,060.68 Average Collected Balance\* 687,060.68

\* The above balances correspond to the service charge cycle for this account.

Beginning Balance	\$687,060.68
Credits (+)	17.46
Interest Earned	17.46
Total Service Charges (-)	0.00
Ending Balance	\$687,078.14

Account: -----4754

Average Percentage Yield Earned this period 0.029%

*Other Credits* (+) *Account:-----4754* 

DateAmountDescription10/3117.46INTEREST PAYMENT

Service Charge Summary

Account:----4754

Previous Month Service Charges (-) \$0.00 Total Service Charges (-) \$0.00

Balance Activity Account:-----4754

Date	Balance	Date	Balance	Date	Balance
09/30	687,060.68	10/31	687,078.14		

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.



- 1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
- 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

**Verification of Electronic Deposits** If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

## Case: 2:23-cv-00512-SDM-EPD Doc #: 292 Filed: 04/14/25 Page: 17 of 42 PAGEID #: 2768

THE HUNTINGTON NATIONAL BANK PO BOX 1558 EA1W37 COLUMBUS OH 43216-1558



PETERSON CONNERS LLP 545 METRO PL S DUBLIN OH 43017-5316 Have a Question or Concern?

Stop by your nearest Huntington office or contact us at:

1-800-480-2001

www.huntington.com/ businessresources

Account:----4754

# Huntington Unlimited Plus Checking

Statement Activity From: 11/01/24 to 11/30/24

Days in Statement Period 3

Average Ledger Balance\* Average Collected Balance\*

\* The above balances correspond to the service charge cycle for this account.

Beginning Balance	\$687,078.14
Credits (+)	16.89
Interest Earned	16.89
Total Service Charges (-)	0.00
Ending Balance	\$687,095.03

Account: -----4754

Average Percentage Yield Earned this period 0.029%

*Other Credits* (+) *Account:-----4754* 

Date Amount Description
11/29 16.89 INTEREST PAYMENT

687,078.14

687,078.14

Service Charge Summary

Previous Month Service Charges (-) Total Service Charges (-)

Balance Activity Account:-----4754

\$0.00

\$0.00

Date	Balance	Date	Balance	Date	Balance
10/31	687,078.14	11/29	687,095.03		

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- 1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
- 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
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#### IMPORTANT INFORMATION ABOUT YOUR TREASURY MANAGEMENT SERVICES AGREEMENT

If you have Treasury Management Services through Business Online, (e.g., Account Reconcilement, Automated Clearing House ("ACH"), Automated Sweep, Business Security Suite, Cash Deposit and Fulfillment, Controlled Disbursement, eBill Present & Pay, Electronic Deposit, Escrow Solutions, Information Reporting, Integrated Payables, Lockbox Services, Wire Transfer, Zero Balance Accounting, etc.) please know that unless otherwise agreed upon, changes have been made to the Treasury Management Services Agreement. A complete copy of your updated and restated agreement effective January 1, 2025 can be viewed at www.huntington.com/TMServiceAgreement.

Changes to the Treasury Management Services Agreement (the "Agreement") are as follows:

- 1. Page 2: Huntington Instant Payments is now Part XI and the subsequent parts have been renumbered.
- 2. PART I. GENERAL TERMS AND CONDITIONS.

The first three sentences of Section 4 are restated (additional/modified language italicized) as, "You agree to comply with all of our Security Procedures with respect to Services covered by this Agreement ("Security Procedures"). Our Security Procedures are contained in this Agreement and in other written procedures we may provide to you, whether via a separate writing or via a Web Portal. Our Security Procedures may include the issuance of online login *IDs*, passwords, or personal identification numbers ("Passwords")."

#### 3. PART VI: CASH DEPOSIT AND FULFILLMENT SERVICES

Section 3 is restated (additional/modified language italicized) as,

"Section 3. Additional Terms and Conditions Unique to SafeCash Manager. Other than as specifically altered in this Section, all provisions of Section 1 still apply to use of the SafeCash Manager service. If you elect to receive the SafeCash Manager service, you must complete or provide any documents, authorizations, or information we or our approved provider requests and needs for implementation of Services. You are responsible for connectivity to the internet for use of online reporting services provided by SafeCash Manager. You must provide a location to operate the Safe in compliance with its operations manual provided to you, *including the requirement to bolt the Safe to a concrete floor.* You must allow the approved provider access as necessary to your premises for installation of the Safe, and your premises must be prepared for the Safe prior to its installation.

Service Term; termination of SafeCash Manager. You will automatically be obligated for a service term (and payment for such term) of 60 months for each Safe ("Initial Service Term"). After expiration of the Initial Service Term, your obligation for SafeCash Manager services shall renew automatically each year ("Successive Service Term") until you or we terminate it. Prior to the end of each Initial or Successive Service Term, you agree to provide at least thirty (30) days prior notice of your intent to terminate the Initial or any Successive Service Term. If you choose to terminate or attempt to transfer a Safe without thirty (30) days advance notice or after the commencement of the Initial or Successive Service Term, you are obligated to pay the amount of any fixed monthly fees of the remaining Initial or Successive Service term. For example, if you choose to terminate SafeCash Manager prior to expiration of the Initial Service term, or we terminate SafeCash Manager for cause during the Initial Service term, you are obligated to pay us the amount of any fixed monthly fees times the number of months left of the Initial Service Term for each Safe. Also, as an example, if you attempt to transfer a Safe without a written agreement with us acknowledging the transfer, you will be responsible to the remaining Initial or Successive Service Term until the transfer is properly completed with us.

If we choose to terminate SafeCash Manager without cause prior to expiration of Initial *or Successive* Service Term, you are only obligated to pay for fees associated with SafeCash Manager incurred prior to and during the month of termination."

A new Section 4 is added and the remaining sections renumbered. The new Section 4 states:

"Section 4. Additional Terms and Conditions Related to Huntington Provided Armored Courier Services. If you elect to obtain armored courier services through Huntington for Vault Services or SafeCash Manager you agree to:

(i) Ensure all funds are placed in a sealed tamper evident bag with a scannable barcode;



- (ii) Declare the actual value of each shipment and each distinctively and securely sealed tamper evident bag in the shipment on the armored courier consignment log; and
- (iii) Obtain the signature of the armored courier on the consignment log next to each sealed tamper evident bag in the shipment.

Termination of Huntington provided Armored Courier Services. Your obligation for Armored Courier services shall renew automatically each month ("Successive Service Term") until you or we terminate it. You agree to provide at least sixty (60) days' notice if pick-up locations are removed. If you choose to terminate Armored courier services without providing a sixty (60) days' notice, you are obligated to pay us the amount of the any fixed monthly fees times the number of months left of sixty (60) days' notice.

Huntington Provided Armored Courier Service Limitation on Liability. Huntington's liability for the loss of a shipment, shall not exceed the lesser of the following: (i) \$250,000, (ii) the actual value of the loss, or (iii) the declared value of the sealed bag that is lost. Huntington's liability shall commence when the shipment has been received into the Armored Courier's possession and the Armored courier has signed for the receipt of the shipment."

#### 4. PART VII: EBILL PRESENT & PAY

The first sentence of Section 1 is restated (additional/modified language italicized) as, "on of payments on such invoices via the web (the "Web"), your customer service representative ("CSR"), *and/or* interactive voice response ("IVR") system."

The first sentence of Section 3 is restated (additional/modified language italicized) as, "You have the option to select one or more of the following payment channels in which to collect payments from your payers: Web, CSR, and IVR."

The third sentence of Section 4 is restated (additional/modified language italicized) as, "We will transmit to you, in an agreed upon format, payment information and other data received from your payer through the Web *and* IVR channels."

A new Section 7 is added and the remaining sections have been re-numbered. The new Section 7 states (additional/modified language italicized):

"Section 7. Surcharge. You may elect to assess, through us, a Surcharge (as defined below) for a credit card ("Card") transaction to offset all or any portion of the cost of acceptance of a Card by you ("Surcharge Program Services"). For purposes of this Section 7, the following terms are defined below:

- (a) Definitions.
  - (i) "Payments Organization" means any payments association or payments network whose Cards or other payment forms you accept under the Agreement.
  - (ii) "Rules" means the rules, requirements, and standards of each Payments Organization, including the PCI DSS.
  - (ii) "Surcharge" means an additional fee that you add to relevant transactions as permitted by the Rules and Applicable Law. By choosing to assess a Surcharge and participate in the Surcharge program, you agree to the terms herein.

#### (b) Surcharging

You agree that you are solely responsible for:

- (i) Complying with all Applicable Law, the Rules, and this Agreement; and,
- (ii) Properly and clearly disclosing the existence and amount of any Surcharge to your customers or "Cardholders" in accordance with Applicable Law and the Rules and ensuring any Surcharge does not exceed the limit provided in the Rules.

#### (c) You also agree that:

- (i) You are assessing a flat fee Surcharge for certain credit Card transactions of 3%;
- (ii) You will receive the flat fee Surcharge for any Card on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks);
- (iii) You will not assess a Surcharge for tips; and,
- (iv) You will not assess a Surcharge for transactions on Cardholders whose billing ZIP code corresponds to



states or US territories where Surcharging is prohibited by Applicable Law (including Connecticut, Massachusetts, and Puerto Rico),

- (d) You are responsible for the following, to the extent such responsibilities are required under the Rules:
  - (i) Disclosure of the existence and amount of any Surcharges on payment page(s);
  - (ii) Providing the option to cancel a transaction before submission;
  - (iii) Transmitting the transaction amount and Surcharge amount together as a single transaction
  - (iv) Disclosure of the existence and amount of any Surcharges on a stand-alone basis (a) verbally, with respect to phone orders, and (b) in locations that the consumer is likely to see prior to committing to a transaction, including, as applicable, signs or postings, webpages, advertising materials, catalogues, or menus;
  - (v) Providing disclosures that are prominent and easily visible to customers, including placing disclosures prominently, using a font size comparable or larger than surrounding text, in a contrasting color or with other visual elements intended to highlight the information. Additionally: (a) on websites, the information should appear, at a minimum, before proceeding to checkout, in additional to other pages; (b) if a point-of-sale register is being used for the transaction, the sign should be located near the register such that a customer would see it prior to initiating the checkout process; (c) on a sign prominently near an entrance or other high-traffic part of the facility (if applicable); and/or (d) on a receipt, the disclosure will be broken out as its own line item, showing a dollar amount and how that dollar amount is added into the total cost.
  - (vi) Using the word "surcharge" to describe the fee, accurately reflecting the reason for the Surcharge, and describing it as a Surcharge for accepting credit cards, and not characterizing the surcharge in a way that suggests it is not being imposed by the business itself (such as calling it "mandatory") or that it is being imposed solely to cover credit card costs.
  - (vii) Clearly disclosing in writing the dollar and cents amount of the surcharge prior to processing the charge; provided that, in the contest of a card-not-present transaction, the dollar amount of the surcharge must be disclosed prior to processing the consumer's Card; and,
  - (viii) When issuing a refund of the transaction amount, also refunding any Surcharge assessed on the transaction amount (pro-rated for partial refunds).

#### (e) Disclaimers

- (i) Use of this Surcharge program does not (a) guarantee compliance with any laws, the Rules, or applicable standards (including the PCI DSS), (b) affect Company's obligation to comply with laws, the Rules, and applicable standards (including the PCI DSS), (c) guarantee protection against a data security breach; and, (ii) Your use of this Surcharge program involves inherent risks, including system performance, availability, and data corruption. Bank makes no promise, and disclaims all warranties of any kind, that the use of Surcharge program will detect all vulnerabilities on your systems, or that Bank's vulnerability assessments, suggested solutions, information, or advice is error-free or complete.
- (f) Prohibited Territories and Permitted States
  - (i) As of the Effective Date, Surcharges are unavailable and the program will prevent you from accepting transactions in the following territories (each, a Prohibited Territory), subject to changes by the Parties in accordance with Applicable Law and the Rules:

Connecticut
 Massachusetts
 Maine
 Puerto Rico

(g) We will allow you to assess Surcharges in the following states:

- Alabama - Lousiana - Ohio - Maryland - Oklahoma - Alaska - Arizona - Michigan - Oregon - Minnesota - Pennsylvania - Arkansas - California - Mississippi - Rhode Island - Colorado - Missouri - South Carolina - Delaware - Montana - South Dakota - Florida - Nebraska - Tennessee - Georgia - Nevada - Texas - Hawaii - New Hampshire - Utah - Idaho - New Jersey - Vermont



Illinois
 Indiana
 Indiana
 New York
 Iowa
 Kansas
 Kentucky
 Virginia
 Washington
 Washington
 West Virginia
 Wisconsin
 Wyoming"

#### 5. PART IX: ELECTRONIC DEPOSIT SERVICES

The first sentence of Section 1.B. is restated (additional/modified language italicized) as follows: "You must initiate deposits before the applicable cut-off time (of which we will notify you, *if available given that there are different cut off times for RDC lockbox and RDC deposit*) on a Business Day in order for us to process such deposits on that business Day."

The first and second sentences of Section 1.G. are restated (additional/modified language italicized as follows: "In addition to the requirements upon termination as set forth in Part *I and, if the services provided in this Part are left idle for six* (6) *months or more, we reserve the right to terminate the service. Upon* any termination of the RDC service, you must return to us any scanner, power cords, cables and any other equipment (including any manuals or service records) (taken together and referred to as "Equipment") on loan from us in a condition satisfactory to us. You will be supplied a return shipping label to return all Equipment."

- 6. Beginning with PART XI, the remaining parts have been re-numbered.
- 7. PART XII: INTEGRATED PAYABLES SERVICE.
  References to Real-Time Payments have been updated to "Huntington Instant Payments" or "HIP".
- 8. PART XIII: LOCKBOX SERVICES

The first sentence of Section 1 is restated (additional/modified language italicized) as follows: "With Lockbox services, you will direct your customers to send their remittances addressed to you but bearing a "Lockbox Address," assigned by us which is associated with a caller box or Post Office Box (P.O. Box) from the United States Postal Service (USPS), or other mechanism that we deem acceptable for processing remittances, and such caller box, P.O. Box, or other mechanism becomes your Lockbox Address.

A new second sentence has been added to Section 1 (additional/modified language italicized) as follows: "USPS or network vendor fees for the initial set-up and on-going annual renewal will be a pass-through charge on your account analysis statement."

9. Grammatical and typographical errors have been corrected throughout.

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THE HUNTINGTON NATIONAL BANK PO BOX 1558 EA1W37 COLUMBUS OH 43216-1558



PETERSON CONNERS LLP 545 METRO PL S DUBLIN OH 43017-5316 Have a Question or Concern?

Stop by your nearest Huntington office or contact us at:

1-800-480-2001

www.huntington.com/ businessresources

Account:----4754

# Huntington Unlimited Plus Checking

Statement Activity From: 12/01/24 to 12/31/24

Days in Statement Period

Average Ledger Balance\* 687,095.03 Average Collected Balance\* 687,095.03

\* The above balances correspond to the service charge cycle for this account.

Beginning Balance	\$687,095.03
Credits (+)	17.46
Interest Earned	17.46
Total Service Charges (-)	0.00
Ending Balance	\$687,112.49

Account: -----4754

Average Percentage Yield Earned this period 0.029%

*Other Credits* (+) *Account:-----4754* 

DateAmountDescription12/3117.46INTEREST PAYMENT

#### Service Charge Summary

Previous Month Service Charges (-) \$0.00 Total Service Charges (-) \$0.00

Balance Activity Account:-----4754

Date	Balance	Date	Balance	Date	Balance
11/30	687,095.03	12/31	687,112.49		

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Changes to the Treasury Management Services Agreement (the "Agreement") are as follows:

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- (ii) Declare the actual value of each shipment and each distinctively and securely sealed tamper evident bag in the shipment on the armored courier consignment log; and
- (iii) Obtain the signature of the armored courier on the consignment log next to each sealed tamper evident bag in the shipment.

Termination of Huntington provided Armored Courier Services. Your obligation for Armored Courier services shall renew automatically each month ("Successive Service Term") until you or we terminate it. You agree to provide at least sixty (60) days' notice if pick-up locations are removed. If you choose to terminate Armored courier services without providing a sixty (60) days' notice, you are obligated to pay us the amount of the any fixed monthly fees times the number of months left of sixty (60) days' notice.

Huntington Provided Armored Courier Service Limitation on Liability. Huntington's liability for the loss of a shipment, shall not exceed the lesser of the following: (i) \$250,000, (ii) the actual value of the loss, or (iii) the declared value of the sealed bag that is lost. Huntington's liability shall commence when the shipment has been received into the Armored Courier's possession and the Armored courier has signed for the receipt of the shipment."

#### 4. PART VII: EBILL PRESENT & PAY

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A new Section 7 is added and the remaining sections have been re-numbered. The new Section 7 states (additional/modified language italicized):

"Section 7. Surcharge. You may elect to assess, through us, a Surcharge (as defined below) for a credit card ("Card") transaction to offset all or any portion of the cost of acceptance of a Card by you ("Surcharge Program Services"). For purposes of this Section 7, the following terms are defined below:

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  - (i) "Payments Organization" means any payments association or payments network whose Cards or other payment forms you accept under the Agreement.
  - (ii) "Rules" means the rules, requirements, and standards of each Payments Organization, including the PCI DSS.
  - (ii) "Surcharge" means an additional fee that you add to relevant transactions as permitted by the Rules and Applicable Law. By choosing to assess a Surcharge and participate in the Surcharge program, you agree to the terms herein.

#### (b) Surcharging

You agree that you are solely responsible for:

- (i) Complying with all Applicable Law, the Rules, and this Agreement; and,
- (ii) Properly and clearly disclosing the existence and amount of any Surcharge to your customers or "Cardholders" in accordance with Applicable Law and the Rules and ensuring any Surcharge does not exceed the limit provided in the Rules.

#### (c) You also agree that:

- (i) You are assessing a flat fee Surcharge for certain credit Card transactions of 3%;
- (ii) You will receive the flat fee Surcharge for any Card on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks);
- (iii) You will not assess a Surcharge for tips; and,
- (iv) You will not assess a Surcharge for transactions on Cardholders whose billing ZIP code corresponds to



states or US territories where Surcharging is prohibited by Applicable Law (including Connecticut, Massachusetts, and Puerto Rico),

- (d) You are responsible for the following, to the extent such responsibilities are required under the Rules:
  - (i) Disclosure of the existence and amount of any Surcharges on payment page(s);
  - (ii) Providing the option to cancel a transaction before submission;
  - (iii) Transmitting the transaction amount and Surcharge amount together as a single transaction
  - (iv) Disclosure of the existence and amount of any Surcharges on a stand-alone basis (a) verbally, with respect to phone orders, and (b) in locations that the consumer is likely to see prior to committing to a transaction, including, as applicable, signs or postings, webpages, advertising materials, catalogues, or menus;
  - (v) Providing disclosures that are prominent and easily visible to customers, including placing disclosures prominently, using a font size comparable or larger than surrounding text, in a contrasting color or with other visual elements intended to highlight the information. Additionally: (a) on websites, the information should appear, at a minimum, before proceeding to checkout, in additional to other pages; (b) if a point-of-sale register is being used for the transaction, the sign should be located near the register such that a customer would see it prior to initiating the checkout process; (c) on a sign prominently near an entrance or other high-traffic part of the facility (if applicable); and/or (d) on a receipt, the disclosure will be broken out as its own line item, showing a dollar amount and how that dollar amount is added into the total cost.
  - (vi) Using the word "surcharge" to describe the fee, accurately reflecting the reason for the Surcharge, and describing it as a Surcharge for accepting credit cards, and not characterizing the surcharge in a way that suggests it is not being imposed by the business itself (such as calling it "mandatory") or that it is being imposed solely to cover credit card costs.
  - (vii) Clearly disclosing in writing the dollar and cents amount of the surcharge prior to processing the charge; provided that, in the contest of a card-not-present transaction, the dollar amount of the surcharge must be disclosed prior to processing the consumer's Card; and,
  - (viii) When issuing a refund of the transaction amount, also refunding any Surcharge assessed on the transaction amount (pro-rated for partial refunds).

#### (e) Disclaimers

- (i) Use of this Surcharge program does not (a) guarantee compliance with any laws, the Rules, or applicable standards (including the PCI DSS), (b) affect Company's obligation to comply with laws, the Rules, and applicable standards (including the PCI DSS), (c) guarantee protection against a data security breach; and, (ii) Your use of this Surcharge program involves inherent risks, including system performance, availability, and data corruption. Bank makes no promise, and disclaims all warranties of any kind, that the use of Surcharge program will detect all vulnerabilities on your systems, or that Bank's vulnerability assessments, suggested solutions, information, or advice is error-free or complete.
- (f) Prohibited Territories and Permitted States
  - (i) As of the Effective Date, Surcharges are unavailable and the program will prevent you from accepting transactions in the following territories (each, a Prohibited Territory), subject to changes by the Parties in accordance with Applicable Law and the Rules:

Connecticut
 Massachusetts
 Maine
 Puerto Rico

(g) We will allow you to assess Surcharges in the following states:

- Alabama - Lousiana - Ohio - Maryland - Oklahoma - Alaska - Arizona - Michigan - Oregon - Minnesota - Pennsylvania - Arkansas - California - Mississippi - Rhode Island - Colorado - Missouri - South Carolina - Delaware - Montana - South Dakota - Florida - Nebraska - Tennessee - Georgia - Nevada - Texas - Hawaii - New Hampshire - Utah - Idaho - New Jersey - Vermont



Illinois
 Indiana
 Indiana
 New York
 Iowa
 Kansas
 Kentucky
 Virginia
 Washington
 Washington
 West Virginia
 West Virginia
 Wisconsin
 Wyoming"

#### 5. PART IX: ELECTRONIC DEPOSIT SERVICES

The first sentence of Section 1.B. is restated (additional/modified language italicized) as follows: "You must initiate deposits before the applicable cut-off time (of which we will notify you, *if available given that there are different cut off times for RDC lockbox and RDC deposit*) on a Business Day in order for us to process such deposits on that business Day."

The first and second sentences of Section 1.G. are restated (additional/modified language italicized as follows: "In addition to the requirements upon termination as set forth in Part *I and, if the services provided in this Part are left idle for six* (6) *months or more, we reserve the right to terminate the service. Upon* any termination of the RDC service, you must return to us any scanner, power cords, cables and any other equipment (including any manuals or service records) (taken together and referred to as "Equipment") on loan from us in a condition satisfactory to us. You will be supplied a return shipping label to return all Equipment."

- 6. Beginning with PART XI, the remaining parts have been re-numbered.
- 7. PART XII: INTEGRATED PAYABLES SERVICE.
  References to Real-Time Payments have been updated to "Huntington Instant Payments" or "HIP".
- 8. PART XIII: LOCKBOX SERVICES

The first sentence of Section 1 is restated (additional/modified language italicized) as follows: "With Lockbox services, you will direct your customers to send their remittances addressed to you but bearing a "Lockbox Address," assigned by us which is associated with a caller box or Post Office Box (P.O. Box) from the United States Postal Service (USPS), or other mechanism that we deem acceptable for processing remittances, and such caller box, P.O. Box, or other mechanism becomes your Lockbox Address.

A new second sentence has been added to Section 1 (additional/modified language italicized) as follows: "USPS or network vendor fees for the initial set-up and on-going annual renewal will be a pass-through charge on your account analysis statement."

9. Grammatical and typographical errors have been corrected throughout.

THE HUNTINGTON NATIONAL BANK PO BOX 1558 EA1W37 COLUMBUS OH 43216-1558



PETERSON CONNERS LLP 545 METRO PL S DUBLIN OH 43017-5316 Have a Question or Concern?

Stop by your nearest Huntington office or contact us at:

1-800-480-2001

www.huntington.com/ businessresources

# Huntington Unlimited Plus Checking

Statement Activity From: 01/01/25 to 01/31/25

Days in Statement Period 31

Average Ledger Balance\* 687,117.94 Average Collected Balance\* 687,112.49

\* The above balances correspond to the service charge cycle for this account.

Beginning Balance Credits (+)	\$687,112.49 186.53
Regular Deposits	169.02
Interest Earned	17.51
Total Service Charges (-)	0.00
Ending Balance	\$687.299.02

Account: -----4754

Average Percentage Yield Earned this period 0.030% Interest paid last year \$182.92

Deposits (+) Account:-----4754

Date	Amount	Serial #	Туре	Date	Amount	Serial #	Туре
01/31	169.02	181614684	Brch/ATM				

*Other Credits* (+) *Account:-----4754* 

DateAmountDescription01/3117.51INTEREST PAYMENT

Service Charge Summary

Account:----4754

Previous Month Service Charges (-) \$0.00 Total Service Charges (-) \$0.00

Balance Activity Account:-----4754

Date	Balance	Date	Balance	Date	Balance
12/31	687,112.49	01/31	687,299.02		

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.

The Huntington National Bank is Member FDIC. Huntington ® and 24-Hour Grace ® are federally registered service marks of Huntington Bancshares Incorporated. The 24-Hour Grace® system and method is patented: US Pat. No. 8,364,581, 8,781,955, 10,475,118, and others pending. © 2025 Huntington Bancshares Incorporated.



- 1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
- 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

**Verification of Electronic Deposits** If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.



#### IMPORTANT INFORMATION ABOUT YOUR HUNTINGTON ACCOUNT(S)

#### Effective March 1, 2025

We are making the following changes to your business checking, savings and money market account(s) as described in this notice. Unless otherwise specified, these changes are made as part of your *Business Account Charges Form* which is part of your *Account Documents* (the "Agreement"). Use of your account on or after March 1, 2025, indicates your acceptance of the changes. Please retain this document for your records.

For more information about the changes or if you would like a complete copy of the document(s) referenced above, visit your local Huntington office or contact your Banker, Relationship Manager, or call (800) 480-2001, Monday through Friday, 8:00 a.m. to 2:00 p.m. ET to speak to a Customer Service Center Specialist.

Effective March 1, 2025, changes to the Business Account Charges Form.

- 1. In Section 1, titled "Everyday Transactions", the "Real-Time Payments (RTP®) Credit Received" fee will be changed to "Huntington Instant Payments (SM) (HIP) Credit Received" and the description will be updated to "Per item received via HIP".
- 2. In Section 1, titled "Everyday Transactions", a new fee will be added as "Huntington Instant Payments (sm) (HIP) Credit sent in response to an inbound request for payment" with a fee of \$2.00 and a description of "For each payment sent in response to a request for payment message".

RTP® is a registered service mark of The Clearing House Payments Company L.L.C.

## Case: 2:23-cv-00512-SDM-EPD Doc #: 292 Filed: 04/14/25 Page: 32 of 42 PAGEID #: 2783

THE HUNTINGTON NATIONAL BANK PO BOX 1558 EA1W37 COLUMBUS OH 43216-1558



PETERSON CONNERS LLP 545 METRO PL S DUBLIN OH 43017-5316 Have a Question or Concern?

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1-800-480-2001

www.huntington.com/ businessresources

Account:-----4754

# Huntington Unlimited Plus Checking

Statement Activity From: 02/01/25 to 02/28/25

Days in Statement Period 2

Average Ledger Balance\* Average Collected Balance\*

\* The above balances correspond to the service charge cycle for this account.

Beginning Balance	\$687,299.02
Credits (+)	15.82
Interest Earned	15.82
Total Service Charges (-)	0.00
Ending Balance	\$687,314.84

Account: -----4754

Average Percentage Yield Earned this period 0.030% Interest paid last year \$182.92

*Other Credits* (+) *Account:-----4754* 

DateAmountDescription02/2815.82INTEREST PAYMENT

Service Charge Summary

Previous Month Service Charges (-) \$0.00 Total Service Charges (-) \$0.00

687,299.02

687,286.94

Balance Activity Account:-----4754

Date	Balance	Date	Balance	Date	Balance
01/31	687,299.02	02/28	687,314.84		

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.



- 1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
- 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

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#### IMPORTANT INFORMATION ABOUT YOUR HUNTINGTON ACCOUNT(S)

#### Effective March 1, 2025

We are making the following changes to your business checking, savings and money market account(s) as described in this notice. Unless otherwise specified, these changes are made as part of your *Business Account Charges Form* which is part of your *Account Documents* (the "Agreement"). Use of your account on or after March 1, 2025, indicates your acceptance of the changes. Please retain this document for your records.

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- 2. In Section 1, titled "Everyday Transactions", a new fee will be added as "Huntington Instant Payments (sm) (HIP) Credit sent in response to an inbound request for payment" with a fee of \$2.00 and a description of "For each payment sent in response to a request for payment message".

RTP® is a registered service mark of The Clearing House Payments Company L.L.C.

## Case: 2:23-cv-00512-SDM-EPD Doc #: 292 Filed: 04/14/25 Page: 35 of 42 PAGEID #: 2786

THE HUNTINGTON NATIONAL BANK PO BOX 1558 EA1W37 COLUMBUS OH 43216-1558



PETERSON CONNERS LLP 545 METRO PLS DUBLIN OH 43017-5316

Have a Question or Concern?

Stop by your nearest Huntington office or contact us at:

1-800-480-2001

Account: -----4754

17.51

0.00

www.huntington.com/ businessresources

# Huntington Unlimited Plus Checking

\$687,314.84 **Beginning Balance** Statement Activity From: Credits (+) 17.51 03/01/25 to 03/31/25 Interest Earned Total Service Charges (-) Days in Statement Period 31 Ending Balance \$687.332.35

Average Ledger Balance\* 687,314.84 Average Collected Balance\* 687,314.84 \* The above balances correspond to the

Average Percentage Yield Earned this period 0.029% Interest paid last year \$182.92

Other Credits (+) Account:----4754

Date Amount Description 03/31 17.51 INTEREST PAYMENT

#### Service Charge Summary

Account:-----4754

Previous Month Service Charges (-) \$0.00 Total Service Charges (-) \$0.00

**Balance Activity** Account:----4754

Date	Balance	Date	Balance	Date	Balance
02/28	687,314.84	03/31	687,332.35		

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.

service charge cycle for this account.



- 1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
- 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

**Verification of Electronic Deposits** If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.



# IMPORTANT INFORMATION REGARDING YOUR DEPOSIT ACCOUNT(S) AND/OR TREASURY MANAGEMENT SERVICES

#### **EFFECTIVE JUNE 1, 2025**

We are making the following changes to your business checking, savings, and/or money market account(s) as described in this notice. Unless otherwise specified, these changes are made as part of your *Business Account Charges Form*, which is part of your *Account Documents* (the "Agreement"). Please retain this document for your records.

Use of your account on or after June 1, 2025, indicates your acceptance of the changes. For more information about the changes, please contact your Banker, Relationship Manager, or call us at 1-800-480-2001, Monday through Friday, 8:00am to 8:00pm ET and Saturday, 8:00am to 2:00pm ET.

Beginning on June 1, 2025, the updated terms and/or fees for the impacted account services will be as follows:

• In section 3, titled "Online Services, Statements and Other Service Fees", the Business Online-BOL fee is changed to \$30.00.

We want to inform you of upcoming price changes for the Treasury Management Services listed below. These changes will be effective **June 1, 2025**, and reflected on your June analysis statement (received in July). Please note, not all price changes may impact you. For questions regarding specific Treasury Management price changes, please contact your Banker, Relationship Manager, Treasury Management Advisor or call us at 1-800-480-2001, Monday through Friday, 8:00am to 8:00pm ET and Saturday, 8:00am to 2:00pm ET.

- ACH Verification
- ACH Transmission
- ACH Third Party
- Automated Fund Investment (AFI)
- Automated Healthcare Solutions
- Business Online
- Deposit Account Control Agreements
- Lockbox
- Payment Center ACH
- Remote Deposit Capture
- Safe Cash Manager
- Vault
- Visual Archive

As a reminder, use of your account on or after June 1, 2025, indicates your acceptance of the changes.

# **Peterson Law LLP**

INVOICE

Invoice # 9028 Date: 04/14/2025

545 Metro Place South, Suite 435 Dublin, OH 43017 (614) 365-7000

United States Southern District

# Receiver / Root, et al. v. Silver, et al., 2:23cv512

	•	Quantity	Rate	Total	
leview of information on hard drive.	Jerry E. Peer, Jr.	1.90	\$150.00	\$285.00	
ttention to canceling insurance for Walnut roperty.	Jerry E. Peer, Jr.	0.30	\$150.00	\$45.00	
1/21/2025 Attention to email from plaintiff's counsel re: Jakarta account.		0.20	\$150.00	\$30.00	
ttention to emails re: call with B Silver.	Jerry E. Peer, Jr.	0.40	\$150.00	\$60.00	
ttention to scheduling conference call with ilver.	Jerry E. Peer, Jr.	0.20	\$150.00	\$30.00	
t t t	tention to canceling insurance for Walnut operty.  tention to email from plaintiff's counsel re: akarta account.  tention to emails re: call with B Silver.  tention to scheduling conference call with	tention to canceling insurance for Walnut operty.  Jerry E. Peer, Jr.  Jerry E. Peer, Jr.	tention to canceling insurance for Walnut operty.  1. Jerry E. Peer, Jr. 0.30  1. Jerry E. Peer, Jr. 0.20  1. Jerry E. Peer, Jr. 0.20  1. Jerry E. Peer, Jr. 0.40  1. Jerry E. Peer, Jr. 0.40  1. Jerry E. Peer, Jr. 0.40  1. Jerry E. Peer, Jr. 0.20	tention to canceling insurance for Walnut operty.  Jerry E. Peer, Jr. 0.30 \$150.00 tention to email from plaintiff's counsel re: Jerry E. Peer, Jr. 0.20 \$150.00 tention to emails re: call with B Silver.  Jerry E. Peer, Jr. 0.40 \$150.00 tention to scheduling conference call with  Jerry E. Peer, Jr. 0.20 \$150.00	

Subtotal \$450.00

Total \$450.00

# **Statement of Account**

Outstanding Balance New Charges Payments Received Total Amount Outstanding

( \$0.00 + \$450.00 ) - ( \$0.00 ) = \$450.00

Please make all amounts payable to: Peterson Law LLP

Payment is due upon receipt.

Payments more than 30 days overdue incur 1.5% per month interest charges.

Please notify us if your contact information has changed.

Our Tax ID: 20-8129097

# **Peterson Law LLP**

**INVOICE** 

Invoice # 9027 Date: 04/14/2025

545 Metro Place South, Suite 435 Dublin, OH 43017 (614) 365-7000

United States Southern District

# Attorney / Root, et al. v. Silver, et al., 2:23cv512

#### Services

Date	Notes	Timekeeper	Quantity	Rate	Total	
08/02/2024	Drafting 9th report and fee application. Review of file re: outstanding matters.	Jerry E. Peer, Jr.	1.30	\$250.00	\$325.00	
08/06/2024	Drafting ninth report and fee application.	Jerry E. Peer, Jr.	0.80	\$250.00	\$200.00	
08/08/2024	Attention to policy renewal statement from Mercury Insurance regarding the Walnut Avenue property. Reconciliation of the July 2024 Huntington National Bank statement. Emails with receiver Peer and attorney Gajary.	Catherine Schwartz	0.20	\$125.00	\$25.00	
08/14/2024	Drafting/revising 9th report.	Jerry E. Peer, Jr.	0.80	\$250.00	\$200.00	
08/15/2024	Assist with 9th interim report preparation.	Catherine Schwartz	0.50	\$125.00	\$62.50	
08/15/2024	Attention to emails with counsel for Root; locate Jakarta bank information and forward same.	Istvan Gajary	0.20	\$250.00	\$50.00	
08/16/2024	Revising 9th report and filing same.	Jerry E. Peer, Jr.	0.30	\$250.00	\$75.00	
08/19/2024	Drafting letter to Ally Financial re: Range Rover.	Jerry E. Peer, Jr.	0.60	\$250.00	\$150.00	
08/19/2024	Assist with letter to Ally Financial.	Catherine Schwartz	0.20	\$125.00	\$25.00	
08/28/2024	Attention to emails, the recent invoice for service from Compass Business Group, review online banking, and update checking register.	Catherine Schwartz	0.50	\$125.00	\$62.50	
08/29/2024	Attention to Notice of Settlement	Jerry E. Peer, Jr.	0.20	\$250.00	\$50.00	
09/05/2024	Following up on status of Ally Financial taking possession of Land Rover.	Jerry E. Peer, Jr.	0.50	\$250.00	\$125.00	
09/06/2024	Reconcile Huntington National Bank's account	Catherine Schwartz	0.20	\$125.00	\$25.00	

Invoice # 9027 - 04/14/2025

	statement for August 2024; update checking register; emails with receiver and counsel.				
09/09/2024	Attention to notice of status conference for September 30th and email to co-counsel.	Istvan Gajary	0.20	\$250.00	\$50.00
09/11/2024	Receipt of Mercury Insurance check; obtain contact information for the agent; discuss need for additional information and next steps with Receiver.	Catherine Schwartz	0.20	\$125.00	\$25.00
09/24/2024	Attention to emails with co-counsel about Jakarta Bank information.	Istvan Gajary	0.40	\$250.00	\$100.00
09/26/2024	Attention to emails and the June 2023 subpoena submitted to PT Bank in Jakarta, Indonesia.	Catherine Schwartz	0.20	\$125.00	\$25.00
09/30/2024	Review of file in preparation for status conference. Calls with G Peterson and I Gajary re: outstanding items. Phone call with counsel re: Jakarta Account.	Jerry E. Peer, Jr.	1.30	\$250.00	\$325.00
09/30/2024	Telephone call with Jerry to prepare for discussions with Root counsel and follow up status conference with the Court. Call with Liz of Vorys and Jerry and participation in status conference with the Court.	Gregory Peterson	1.00	\$250.00	\$250.00
09/30/2024	Participating in status conference.	Jerry E. Peer, Jr.	0.60	\$250.00	\$150.00
10/07/2024	Phone call with counsel re: Jakarta account.	Jerry E. Peer, Jr.	0.30	\$250.00	\$75.00
10/15/2024	Reconcile September banking; share September 2024 bank statement and updated check register to receiver and counsel.	Catherine Schwartz	0.10	\$125.00	\$12.50
10/31/2024	Phone call to Greyhawk Premier Insurance Solutions regarding auto title policy and request additional information.	Catherine Schwartz	0.20	\$125.00	\$25.00
11/01/2024	Review Huntington National Bank account online, download statement, update checking register, and transmit banking information to the Receiver.	Catherine Schwartz	0.20	\$125.00	\$25.00
12/10/2024	Phone call with T Whaling re: Jakarta account. Research re: obtaining information re: account.	Jerry E. Peer, Jr.	0.80	\$250.00	\$200.00
12/13/2024	Reconcile November banking; share November 2024 bank statement and updated check register to receiver and counsel; provide current status of Mercury Insurance.	Catherine Schwartz	0.30	\$125.00	\$37.50
12/20/2024	Attention to obtaining information re: Jakarta account and contacting Ally Financial re: Range Rover.	Jerry E. Peer, Jr.	1.80	\$250.00	\$450.00

Invoice # 9027 - 04/14/2025

01/03/2025	Attention to file and resolving Ally Financial/ Range Rover issue.	Jerry E. Peer, Jr.	0.70	\$250.00	\$175.00
01/08/2025	Reconcile the December 2024 Huntington National Bank statement; discussion of receivership status with J Peer; assist with Tenth Interim Report and preparation of bank exhibits.	Catherine Schwartz	0.90	\$125.00	\$112.50
01/08/2025	Attention to drafting interim report. Review of bank records. Review of file re: pending matters.	Jerry E. Peer, Jr.	0.60	\$250.00	\$150.00
01/31/2025	Process Mercury Insurance return of funds to receivership estate; update account register.	Catherine Schwartz	0.40	\$125.00	\$50.00
02/04/2025	Attention to monthly Huntington National Bank account statement, reconcile and update checking register; emails with Receiver about Form 1099 processing and interim report.	Catherine Schwartz	0.50	\$125.00	\$62.50
02/06/2025	Attention to surrendering Range Rover. Drafting letter to Ally Financial.	Jerry E. Peer, Jr.	0.80	\$250.00	\$200.00
02/10/2025	Assist JEP with finalizing correspondence to Ally Financial.	Catherine Schwartz	0.20	\$125.00	\$25.00
02/20/2025	Review of Motion to Compel.	Jerry E. Peer, Jr.	0.40	\$250.00	\$100.00
03/04/2025	Attention to returned certified mail to Ally at their Kentucky address; search online to find an alternate address; email with Receiver to discuss reason for return and next steps; resend the mailing to Ally but at their Michigan office location.	Catherine Schwartz	0.20	\$125.00	\$25.00
03/05/2025	Reconcile February 2025 Huntington National Bank statement, update checking register, update draft tenth interim report and exhibit thereto, attention to emails with attorneys and BOP Leavenworth.	Catherine Schwartz	0.50	\$125.00	\$62.50
03/14/2025	Attention to file regarding surrender of Range Rover.	Catherine Schwartz	0.20	\$125.00	\$25.00
03/31/2025	Drafting interim report.	Jerry E. Peer, Jr.	0.80	\$250.00	\$200.00

Services Subtotal \$4,312.50

# **Expenses**

Date	Notes	Quantity	Rate	Total
08/19/2024	Purchase of USPS Certified Mail with Return Receipt postage	1.00	\$10.72	\$10.72
02/10/2025	Postage: USPS certified mail to Ally Financial	1.00	\$10.45	\$10.45

Invoice # 9027 - 04/14/2025

Expenses Subtotal \$21.17

**Subtotal** \$4,333.67

Total \$4,333.67

# **Statement of Account**

	Outstanding Balance		New Charges		Payments Received		<b>Total Amount Outstanding</b>
(	\$0.00	+	\$4,333.67	) - (	\$0.00	) = [	\$4,333.67

Please make all amounts payable to: Peterson Law LLP

Payment is due upon receipt.

Payments more than 30 days overdue incur 1.5% per month interest charges.

Please notify us if your contact information has changed.

Our Tax ID: 20-8129097